

# EXHIBIT A

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VICTOR GARCIA

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FILED  
Superior Court Of California  
County Of Los Angeles

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Sherri R. Carter, Executive Officer/Clerk  
By Cristina Grimaldi, Deputy  
Cristina Grimaldi

D74 Teresa Sanchez-Gordon

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
9 FOR THE COUNTY OF LOS ANGELES, CENTRAL DISTRICT

11 VICTOR GARCIA,

12 Plaintiff,

13 vs.

14 RITE AID, a corporation, THRIFTY  
15 PAY LESS INC., a corporation, JOE  
16 ROCHA, an individual, JILBERT  
17 SHAHDARYAN, an individual,  
18 NICHOLE HUBERA, and DOES 1 to  
19 100, inclusive,

20 Defendants.

21 Case No.: BC 650273

22 PLAINTIFF VICTOR GARCIA'S  
23 COMPLAINT FOR DAMAGES FOR:

- 24 (1) DISCRIMINATION IN VIOLATION  
25 OF FEHA;  
26 (2) HARASSMENT IN VIOLATION OF  
27 FEHA;  
28 (3) RETALIATION IN VIOLATION OF  
FEHA;  
29 (4) FAILURE TO PROVIDE  
REASONABLE  
ACCOMMODATION IN  
VIOLATION OF FEHA;  
30 (5) FAILURE TO ENGAGE IN THE  
INTERACTIVE PROCESS IN  
VIOLATION OF FEHA;  
31 (6) FAILURE TO PREVENT  
DISCRIMINATION,  
HARASSMENT, AND  
RETALIATION IN VIOLATION OF  
FEHA;  
32 (7) VIOLATION OF LABOR CODE  
§ 1102.5;  
33 (8) WRONGFUL TERMINATION OF  
EMPLOYMENT IN VIOLATION  
OF PUBLIC POLICY:

RECEIVED #: CCH1957GCE  
DATE FILED: 02/14/17  
PAYMENT #: \$435.00  
RECEIVED BY: ARDO:  
CHANGE: CHECK: #  
FEE: \$435.00  
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CIT/CASE #: BC650273  
LEA/DEF#:

- (9) BREACH OF EXPRESS ORAL CONTRACT NOT TO TERMINATE EMPLOYMENT WITHOUT GOOD CAUSE;**
  - (10) BREACH OF IMPLIED-IN-FACT CONTRACT NOT TO TERMINATE EMPLOYMENT WITHOUT GOOD CAUSE;**
  - (11) INTENTIONAL INFILCTION OF EMOTIONAL DISTRESS;**
  - (12) FAILURE TO PROVIDE MEAL BREAKS;**
  - (13) FAILURE TO PROVIDE REST BREAKS;**
  - (14) INTENTIONAL INFILCTION OF EMOTIONAL DISTRESS**

**DEMAND FOR JURY TRIAL**

Plaintiff, Victor Garcia, alleges, on the basis of personal knowledge and/or information and belief:

## SUMMARY

This is an action by plaintiff, Victor Garcia (“plaintiff” or “Garcia”), whose employment with defendants Rite Aid Corporation and Thrifty Payless Incorporated (hereinafter collectively referred to as “entity defendants”) was wrongfully terminated. Plaintiff brings this action against defendants for economic, non-economic, compensatory, and punitive damages, pursuant to Civil Code section 3294, pre-judgment interest pursuant to Code of Civil Procedure section 3291, and costs and reasonable attorneys’ fees pursuant to Government Code section 12965(b) and Code of Civil Procedure section 1021.5.

## PARTIES

1. *Plaintiff*: Plaintiff Garcia is, and at all times mentioned in this Complaint was, a resident of the County of Los Angeles, California.

2. *Defendants:* Defendant Rite Aid Corporation was, at all times mentioned in this Complaint, authorized to operate by the State of California and the United States government and authorized and qualified to do business in the County of Los Angeles. Defendant's place of business, where the following causes of action took place, was and is in the County of Los Angeles, at the Rite Aid store at 4633 Santa Monica Boulevard, Los Angeles, California 90029.

3. Defendant Thrifty Payless Incorporated was, at all times mentioned in this Complaint, authorized to operate by the State of California and the United States government and authorized and qualified to do business in the County of Los Angeles. Defendant's place of business, where the following causes of action took place, was and is in the County of Los Angeles, at the Rite Aid store at 4633 Santa Monica Boulevard, Los Angeles, California 90029.

4. Defendant Joe Rocha (“defendant” or “Rocha”) is, and at all times mentioned in this Complaint was, a supervisor with defendants. Defendant Rocha is, and at all times mentioned in this Complaint was, a resident of Los Angeles County, California.

5. Defendant Jilbert Shahdaryan (“defendant” or “Shahdaryan”) is, and at all times mentioned in this Complaint was, a supervisor with defendants. Defendant Shahdaryan is, and at all times mentioned in this Complaint was, a resident of Los Angeles County, California.

6. Defendant Nichole Hubera (“defendant” or “Hubera”) is, and at all times mentioned in this Complaint was, a supervisor with defendants. Defendant Hubera is, and at all times mentioned in this Complaint was, a resident of Los Angeles County, California.

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11

1       7. *Doe defendants:* Defendants Does 1 to 100, inclusive, are sued under fictitious  
2 names pursuant to Code of Civil Procedure section 474. Plaintiff is informed and be-  
3 lieves, and on that basis alleges, that each of the defendants sued under fictitious names is  
4 in some manner responsible for the wrongs and damages alleged below, in so acting was  
5 functioning as the agent, servant, partner, and employee of the co-defendants, and in tak-  
6 ing the actions mentioned below was acting within the course and scope of his or her auth-  
7 ority as such agent, servant, partner, and employee, with the permission and consent of the  
8 co-defendants. The named defendants and Doe defendants are sometimes hereafter re-  
9 ferred to, collectively and/or individually, as "defendants."

10      8. *Relationship of defendants:* All defendants compelled, coerced, aided, and/or  
11 abetted the discrimination, retaliation, and harassment alleged in this Complaint, which  
12 conduct is prohibited under California Government Code section 12940(i). All defen-  
13 dants were responsible for the events and damages alleged herein, including on the fol-  
14 lowing bases: (a) defendants committed the acts alleged; (b) at all relevant times, one or  
15 more of the defendants was the agent or employee, and/or acted under the control or  
16 supervision, of one or more of the remaining defendants and, in committing the acts  
17 alleged, acted within the course and scope of such agency and employment and/or is or  
18 are otherwise liable for plaintiff's damages; (c) at all relevant times, there existed a unity  
19 of ownership and interest between or among two or more of the defendants such that any  
20 individuality and separateness between or among those defendants has ceased, and de-  
21 fendants are the alter egos of one another. Defendants exercised domination and control  
22 over one another to such an extent that any individuality or separateness of defendants  
23 does not, and at all times herein mentioned did not, exist. Adherence to the fiction of the  
24 separate existence of defendants would permit abuse of the corporate privilege and  
25 would sanction fraud and promote injustice. All actions of all defendants were taken by  
26 employees, supervisors, executives, officers, and directors during employment with all  
27 defendants, were taken on behalf of all defendants, and were engaged in, authorized, rati-  
28 fied, and approved of by all other defendants.

1       9. Defendants Rite Aid Corporation and Thrifty Payless Incorporated both directly  
2 and indirectly employed plaintiff Garcia, as defined in the Fair Employment and  
3 Housing Act (“FEHA”) at Government Code section 12926(d).

4       10. In addition, defendants Rite Aid Corporation, Thrifty Payless Incorporated,  
5 Rocha, Shahdaryan, and Hubera compelled, coerced, aided, and abetted the discrimina-  
6 tion, which is prohibited under California Government Code section 12940(i).

7       11. Finally, at all relevant times mentioned herein, all defendants acted as agents of  
8 all other defendants in committing the acts alleged herein.

9

10                   **FACTS COMMON TO ALL CAUSES OF ACTION**

11       12. *Plaintiff's hiring:* Garcia was hired by Thrifty Payless on or around August 12,  
12 1985, and began working at Thrifty store number 5452, at 7900 Sunset Boulevard, Los  
13 Angeles California 90046. Thrifty is also known as Rite Aid. During his career, he  
14 worked as a stock clerk and cashier. This was plaintiff's first full time job.

15       13. *Plaintiff's job performance:* Plaintiff was a loyal and hard-working employee  
16 during his 31-year tenure with the entity defendants. All of his co-workers spoke highly  
17 of him and admired his work ethic. While plaintiff had been receiving positive feedback  
18 and performance reviews, his work experience quickly began to decline under manager  
19 Joe Rocha, in part after he testified on behalf of Robert Leggins in his FEHA suit against  
20 Rite Aid.

21       14. *Plaintiff's protected status and activity:*

22           a. Plaintiff is a 51-year-old Latino male.

23           b. Plaintiff suffered from disabilities (depressive disorder, allergic rhinitis,  
24 hypertension, and chronic leg, elbow, back, and shoulder pain), of which he informed  
25 defendant Rite Aid.

26           c. Plaintiff's participation in the lawsuit of his former manager (Leggins)  
27 against Rite Aid for multiple claims, including claims of discrimination, harassment, and  
28 retaliation brought pursuant to California's Fair Employment Housing Act, included

1 giving testimony on his behalf.

2       15. *Defendants' adverse employment actions and behavior:*

3           a. In October of 2013, while plaintiff was working in the stock room, he  
4 injured his back and shoulder while carrying a four-by-four table down the stairs with  
5 assistant manager Jerell Smith ("Smith"). Smith's hands slipped while he was walking  
6 backward, and he let go of the table. Plaintiff was left holding the table and fell down  
7 the stairs alongside the table. Smith reported my injury to store manager Luisa Gallegos,  
8 who asked him to fill out an incident report. Smith did not do as he was asked. No  
9 injury report was made, and plaintiff did not receive medical attention.

10          b. Also in 2013, a supervisor frequently called plaintiff "Grandpa." In 2014  
11 and 2015, plaintiff's assistant manager told him that, because he does not have any grey  
12 hair, he must dye it. This contributed to the overall hostile work environment that  
13 plaintiff was subjected to while working with defendants.

14          c. In October of 2014, Jilbert Shahdaryan ("Shahdaryan"), district manager,  
15 and loss prevention manager Chris Wade called plaintiff on the phone to question him  
16 about his alleged search of a customer's bag that Shahdaryan claimed to have watched in  
17 a store video recording, despite the plaintiff's attestation that he had not done so. The  
18 following day, Shahdaryan and Wade showed up at the store (Rite Aid #5439), asked  
19 plaintiff not to take the incident any further, and cleared him of the accusation because  
20 supervisor Daniel Giron had acknowledged that he was the one who searched had search  
21 the customer's bag.

22          d. On October 23, 2014, plaintiff went to see his doctor at Kaiser because of  
23 the stress caused by his being wrongly accused of searching a customer's bag. He was  
24 diagnosed with depressive disorder and allergic rhinitis and was prescribed medicine.

25          e. On December 28, 2014, plaintiff was involved in an automobile accident  
26 after working a graveyard shift. He was on his way home on the freeway when his car  
27 was rear-ended by another vehicle. He was diagnosed with a strain of his lumbar  
28 paraspinal muscle and placed on medical leave by his physician from December 30,

1 2014 through March 30, 2015. When plaintiff returned to work, Joe Rocha had replaced  
2 Luisa Gallegos as his store manager.

3 f. In or around May and April 2015, Plaintiff's supervisor would often tell the  
4 Plaintiff that he looked tired, which must be because he was very old.

5 16. *Plaintiff's participation in the FEHA lawsuit of another Rite Aid employee:*

6 a. On June 5, 2013, Leggins, plaintiff's former manager at Rite Aid, filed a  
7 lawsuit against Rite Aid and several individual defendants for multiple claims, including  
8 discrimination, harassment, and retaliation under FEHA. These individual defendants  
9 included Shahdaryan, district manager of the store where both plaintiff and Leggins  
10 worked.

11 b. After years of contentious litigation, the case was called to trial on July 6,  
12 2015. On July 16, 2015, the jury returned a plaintiff's verdict in the amount of  
13 \$3,769,128.00. On July 17, 2015, the jury awarded punitive damages in the amount of  
14 \$5,000,000.00. There was much talk in the plaintiff's store about the verdict.

15 c. On July 8, 2015, plaintiff was summoned to court at 111 North Hill Street,  
16 Los Angeles, California 90012, where he was called to testify on behalf of Leggins.  
17 Plaintiff's testimony included the facts that: (1) Leggins was a hard-working employee  
18 and a good manager, (2) plaintiff had advised Leggins to document actions against him  
19 by management, and (3) plaintiff was not supposed to be in court that day, testifying.

20 d. Upon plaintiff's return to work after his court appearance, his current  
21 manager, Joe Rocha, aggressively approached him and immediately began to ask  
22 plaintiff about the trial and his testimony. Plaintiff felt very uncomfortable straightaway  
23 because Rocha's hostile and accusatory demeanor and tone made plaintiff feel as if he  
24 had done something wrong.

25 e. In an effort to stop Rocha's line of questioning, plaintiff responded that he  
26 did not want to go to court in the first place and did so only because he was ordered to do  
27 so. This interaction caused plaintiff much anxiety and stress.

28 ///

1                   f. Almost instantaneously, plaintiff began to suffer the repercussions of his  
2 participation in the Leggins lawsuit. Rocha saddled plaintiff with a heavy work load that  
3 far exceeded what he had before and modified his schedule in order to harass him and  
4 make an example of him. Prior to testifying for Leggins, plaintiff had Sundays off and  
5 early shift schedules during the week. However, after he testified, Rocha scheduled  
6 plaintiff for two graveyard shifts a week, meaning that he had to come back to work on  
7 the same day. Rocha also changed plaintiff's schedule so that he had to work on  
8 Sundays, meaning that he had to work every weekend, all weekend—*i.e.*, Friday,  
9 Saturday, and Sunday. These actions were taken against him to cause him further stress  
10 in the hope that he would quit his job and to punish him for having provided testimony at  
11 the Leggins trial.

12                   g. Rocha would also frequently force the Plaintiff to return to work for his  
13 next shift less than 10-hours after the end of his previous shift unnecessarily in violation  
14 of his union contract. According to the contract, if this could not be avoided, the  
15 employee was to be paid overtime for all time worked within that 10-hour period. Rocha  
16 never paid plaintiff overtime when called back early.

17                   h. Rocha also assigned all of the seasonal aisle work to plaintiff. He then  
18 added shift supervisor Jason Alcala (“Alcala”) to work alongside plaintiff. Plaintiff and  
19 Alcala were responsible for completing the assistant manager’s work, which was outside  
20 their normal job duties. As such, Alcala often complained that they were being assigned  
21 too much work. Plaintiff is informed and believes that many of Rocha’s actions were  
22 performed at the direction of Shahdaryan.

23                   i. After plaintiff testified on behalf of Leggins, Rocha would also monitor the  
24 plaintiff while he was working via the store video cameras. Rocha never did this prior to  
25 plaintiff’s involvement in Leggins case, and did not do this to other employees.

26                   j. Likewise, Rocha also stopped speaking to the plaintiff, or exchanging  
27 pleasantries such as good morning and hello, other than the bare minimum necessary to  
28 ensure that the plaintiff had completed his work. Prior his giving testimony, Rocha and

1 the plaintiff would often communicate about what was going on in their lives, and would  
2 always say hello when they passed each other in the store. Moreover, Rocha did not treat  
3 other store employees this way.

4 k. In October of 2015, plaintiff hurt his left leg (calf muscle) when he ran into  
5 a merchandise tote filled with liquor while carrying a heavy box of liquor. As Ileana  
6 Palafox ("Palafox") entered the stock room, she noticed that plaintiff was hurt. Plaintiff  
7 asked Palafox to get Rocha and ask him to come back into the stock room. When Rocha  
8 arrived, he told plaintiff to take a seat for 20 minutes and shake it off. Although plaintiff  
9 told Rocha that he was in pain, Rocha told plaintiff he could not go to his own doctor  
10 because he had to see the company doctor first. However, Rocha never sent plaintiff to  
11 see the company doctor and did not even make an employee injury report, as is required  
12 by company policy. About four days later, the pain plaintiff was suffering, along with  
13 the swelling he was experiencing, compelled him seek help from Sheila Solymani, a  
14 pharmacist in the store. She recommended pain medicine, which plaintiff purchased and  
15 consumed. Plaintiff experienced severe pain for about four more days.

16 l. At plaintiff's store, shoplifting incidents occurred almost every day. Three  
17 or four times a week, confrontations occurred between shoplifters and employees.  
18 However, there was no security guard consistently employed at his store. At most, a  
19 security guard would come in a few times per week. However, he or she would often  
20 leave to provide security to a different store. The presence of security guards was  
21 contingent on the store's budget. Thus, if a store did not meet its quota or were under  
22 budget, employees were left defenseless.

23 m. While loss prevention was present only a few times per week, they do not  
24 provide security to employees, and their presence was also limited by budgetary  
25 constraints.

26 n. On December 9, 2015, Alcala, plaintiff's supervisor, asked him to follow,  
27 and thereafter attempt to stop, a presumed shoplifter. After he was confronted, the  
28 presumed shoplifter followed plaintiff back into the store, became physically aggressive,

1 and assaulted plaintiff while his co-workers watched. As part of this assault, the  
2 presumed shoplifter struck plaintiff in the face with full force. At no time during this  
3 incident was plaintiff the aggressor; he took action only to defend himself by covering  
4 his face and body with his arms.

5 o. The police came and took a report. Thereafter, plaintiff was sent to Citizens  
6 Medical Group for treatment and was diagnosed with a contusion on the cheek.

7 p. Not long thereafter, Sally Galvan, a loss prevention agent, showed Palafox  
8 and Rocha video surveillance that captured part of the incident. After watching the  
9 video, Rocha asked Alcala if plaintiff had fought back during the incident. Alcala  
10 confirmed that he had not.

11 q. Shortly thereafter, other employees began to gossip about the video and  
12 kept asking plaintiff why he did not fight back.

13 r. On December 15, 2015, plaintiff sought medical care to assist him with the  
14 severe anxiety he was suffering from because of the shoplifting incident, the  
15 investigation of the shoplifting incident, and accusations made against him. He was  
16 placed on medical leave for two days. Plaintiff is informed and believes that the  
17 Defendants used the shoplifting incident as an opportunity to take further action against  
18 the Plaintiff for his having testified on behalf of Leggins.

19 s. Approximately two to three weeks after the incident, two employees from  
20 loss prevention, including defendant Hubera, came to plaintiff's store at approximately  
21 5:00 a.m. and interrogated him regarding the above described incident during the  
22 graveyard shift. Plaintiff explained that Alcala, his supervisor, had ordered him to  
23 follow the shoplifter. At this point, plaintiff stopped the interrogation and asked to have  
24 his union representative present, as was his right under the collective bargaining  
25 agreement.

26 t. Around two days later, two union representatives, including Hubera, met  
27 with plaintiff and loss prevention employees for a continuation of the previous  
28 interrogation. They asked to review the video and asked whether there were video of

1 Alcala directing plaintiff to follow the presumed shoplifter or plaintiff assisting Alcala in  
2 stopping him. Loss prevention responded that they did not have a camera on that isle.  
3 Plaintiff was again asked to write a statement, but, on the advice of his representatives,  
4 chose not to. The union representative also asked Hubera if she was going to interview  
5 Alcala, to which Hubera responded that she had no obligation to do so.

6 u. In or around early 2016, district manager Shahdaryan went into the back of  
7 the store. When he saw plaintiff taking a break in the break room, Shahdaryan stated:  
8 "He is taking a break because he worked today." This comment, insinuating that  
9 plaintiff was lazy and not a hard worker, made plaintiff uncomfortable.

10 v. On March 6, 2016, plaintiff sought further medical care to help him to deal  
11 with the continued stress he was suffering as a result of the shoplifting incident and the  
12 investigation thereof. A physician placed plaintiff on medical leave for five days.

13 w. In 2015 and 2016, the Plaintiff was often asked to perform work when he  
14 was not on the clock, during both rest and meal breaks. In fact, he was asked to do so  
15 frequently by loss prevention and his store manager (Rocha), which was often approved  
16 by the district manager (Shahdaryan), both of whom hold substantial decision making  
17 discretion that ultimately determine corporate policy, far above and beyond that of the  
18 simple hiring and firing of store employees. In fact, Shahdaryan managed 15 stores in his  
19 district, with 15 direct reports, and 300 associates.

20 x. In 2016, plaintiff called Watson, his union representative, to inform her of  
21 such. Watson advised him to call human resources and tell them of what had happened.  
22 Plaintiff followed Watson's advice, told human resources that he was being forced to  
23 work when he was not on the clock, and explained that he believed this conduct violated  
24 his rights.

25 17. *Defendants' discharges of employees hired by Thrifty prior to its purchase by*  
26 *Rite Aid:* Because of the union contracts that governed at the time of hire, employees  
27 who had been hired by Thrifty received better benefits and pay than those individuals  
28 hired by Rite Aid. For example, employees hired by Thrifty had better health benefits in

1 terms of coverage, co-pays, and employee contribution; began with more sick and  
2 vacation time; received seniority for the purpose of raises at a faster pace; and moved  
3 from full-time to part-time employment at a faster pace. In fact, Rite Aid often tried to  
4 entice employees covered by the Thrifty union contract to reduce costs.

5 18. Because Rite Aid bought Thrifty 20 years ago—in or around 1996—most of the  
6 employees hired by Thrifty and covered by Thrifty union contracts, are 40 or older. On  
7 information and belief, Rite Aid targets employees such as plaintiff who are over the age  
8 of 40 in an effort to reduce its costs and in furtherance of its bottom line.

9 19. *Defendants' termination of plaintiff's employment:* On March 20, 2016,  
10 plaintiff's employment was summarily terminated without notice upon his arrival at  
11 work at 6:30 in the morning. Store manager Rocha told plaintiff that he had to let him  
12 go, but that no one had told him what was going on. At the same time, Rocha said that  
13 he had told Shahdaryan "they had just lost Robert Leggins case, and it was unlikely that  
14 this is not going to be the end of it." As a result of the termination of his employment  
15 and the other unlawful actions taken against him, plaintiff has experienced, and been  
16 diagnosed with, acute stress, anxiety, and depression. He suffers from these symptoms  
17 almost every day, and they greatly affect his quality of life.

18 20. After his termination, defendant's lawyers sent plaintiff a letter insinuating that  
19 he was terminated for the shoplifting incident that occurred over three months prior to  
20 his termination.

21 21. *Economic damages:* As a consequence of defendants' conduct, plaintiff has  
22 suffered and will suffer harm, including lost past and future income and employment  
23 benefits, damage to his career, and lost wages, overtime, unpaid expenses, and penalties,  
24 as well as interest on unpaid wages at the legal rate from and after each payday on which  
25 those wages should have been paid, in a sum to be proven at trial.

26 22. *Non-economic damages:* As a consequence of defendants' conduct, plaintiff  
27 has suffered and will suffer psychological and emotional distress, humiliation, and men-  
28 tal and physical pain and anguish, in a sum to be proven at trial.

1       23. *Punitive damages:* Defendants' conduct constitutes oppression, fraud, and/or  
2 malice under California Civil Code section 3294 and, thus, entitles plaintiff to an award  
3 of exemplary and/or punitive damages.

4           a. *Malice:* Defendants' conduct was committed with malice within the meaning  
5 of California Civil Code section 3294, including that (a) defendants acted with intent  
6 to cause injury to plaintiff and/or acted with reckless disregard for plaintiff's injury, in-  
7 cluding by terminating plaintiff's employment; retaliating against him for his participa-  
8 tion in a lawsuit based partially on FEHA claims, including testifying on behalf of the  
9 Plaintiff; reporting wage and hour violations, and taking other adverse job actions  
10 against plaintiff because of his race, age, disability, medical leave, and/or good faith  
11 complaints, and/or (b) defendants' conduct was despicable and committed in willful and  
12 conscious disregard of plaintiff's rights, health, and safety, including plaintiff's right to  
13 be free of discrimination, harassment, retaliation, abuse of the requirements of  
14 accommodation and engaging in the interactive process, and wrongful employment  
15 termination.

16           b. *Oppression:* In addition, and/or alternatively, defendants' conduct was  
17 committed with oppression within the meaning of California Civil Code section 3294,  
18 including retaliating against him for his participation in a lawsuit based partially on  
19 FEHA claims and testifying on behalf of the Plaintiff and defendants' actions against  
20 plaintiff because of his race, age, disability, medical leave, and/or good faith complaints  
21 were "despicable" and subjected plaintiff to cruel and unjust hardship, in knowing  
22 disregard of plaintiff's rights to a work place free of discrimination, harassment,  
23 retaliation, abuse of the requirements of accommodation and engaging in the interactive  
24 process, and wrongful employment termination.

25           c. *Fraud:* In addition, and/or alternatively, defendants' conduct, as alleged,  
26 was fraudulent within the meaning of California Civil Code section 3294, including that  
27 defendants asserted false (pretextual) grounds for terminating plaintiff's employment  
28 and/or other adverse job actions, thereby to cause plaintiff hardship and deprive him of

I | legal rights.

2       24. *Attorneys' fees:* Plaintiff has incurred and continues to incur legal expenses and  
3 attorneys' fees.

4       25. *Exhaustion of administrative remedies:* Prior to filing this action, plaintiff ex-  
5 hausted his administrative remedies by filing a timely administrative complaint with the  
6 Department of Fair Employment and Housing (“DFEH”) and receiving a DFEH right-to-  
7 sue letter.

## FIRST CAUSE OF ACTION

**(Violation of FEHA (Government § 12900, *et seq.*))**

### **(Race, Ancestry, National Origin, Disability**

**and/or Age Discrimination)—Against all Entity**

### **Defendants and Does 1 to 100, Inclusive)**

14       26. The allegations set forth in paragraphs 1 through 25 are re-alleged and incorpo-  
15       rated herein by reference.

16        27. Defendants' conduct, as alleged, violated FEHA, Government Code section  
17        12900, *et seq.*, and defendants committed unlawful employment practices, including the  
18        following bases for liability:

19           a. Taking adverse employment actions against the plaintiff, including dis-  
20           charging, barring, refusing to transfer, retain, hire, select, and/or employ, and/or other-  
21           wise discriminating against plaintiff, in whole or in part on the basis of plaintiff's race,  
22           ancestry, national origin, disability, and/or age in violation of Government Code section  
23           12940(a);

24 b. Harassing plaintiff and/or creating a hostile work environment, in whole or  
25 in part on the basis of plaintiff's race, ancestry, national origin, disability, and/or age in  
26 violation of Government Code section 12940(j);

c. Failing to take all reasonable steps to prevent discrimination and harassment based on race, ancestry, national origin, disability, and/or age in violation of Government

1 Code section 12940(k);

2 d. Retaliating against plaintiff for seeking to exercise rights guaranteed under  
3 FEHA, participating in protected activities, and/or opposing defendants' failure to pro-  
4 vide such rights, in violation of Government Code section 12940(h).

5 28. Plaintiff also alleges age discrimination under the theory of disparate impact in  
6 that defendants' policies, including discharging long-term employees as a cost-saving  
7 measure, had a disproportionate adverse affect on persons age 40 and older, compared to  
8 those under the age of 40. Plaintiff also alleges that this business practice was not job  
9 related, *i.e.*, is not necessary for running defendants' business. As such, defendants have  
10 exhibited a general pattern and practice of discrimination in terminating the employment  
11 of employees age 40 and older.

12 29. As a proximate result of defendants' willful, knowing, and intentional discrimi-  
13 nation against plaintiff, plaintiff has sustained and continues to sustain substantial losses  
14 of earnings and other employment benefits.

15 30. As a proximate result of defendants' willful, knowing, and intentional discrimi-  
16 nation against plaintiff, plaintiff has suffered and continues to suffer humiliation, emo-  
17 tional distress, and physical and mental pain and anguish, all to his damage in a sum  
18 according to proof.

19 31. Plaintiff has incurred and continues to incur legal expenses and attorneys' fees.  
20 Pursuant to Government Code section 12965(b), plaintiff is entitled to recover reason-  
21 able attorneys' fees and costs (including expert costs) in an amount according to proof.

22 32. Defendants' misconduct was committed intentionally, in a malicious, despica-  
23 ble, oppressive manner, and fraudulent manner, entitling plaintiff to punitive damages  
24 against defendants.

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27 ///

28 ///

## **SECOND CAUSE OF ACTION**

**(Violation of FEHA (Government § 12900,  
*et seq.*) (Race, Ancestry, National Origin,  
Disability and/or Age Harassment)—Against  
All Defendants and Does 1 to 100, Inclusive)**

33. The allegations set forth in paragraphs 1 through 32 are re-alleged and incorporated herein by reference.

8       34. Defendants' conduct, as alleged, violated FEHA, Government Code section  
9       12900, *et seq.*, and defendants committed unlawful employment practices, including by  
10      the following bases for liability:

11           a. Harassing plaintiff and/or creating a hostile work environment, in whole or  
12           in part on the basis of plaintiff's race, ancestry, national origin, age, actual, perceived,  
13           and/or history of physical disability, and/or other protected characteristics, in violation of  
14           Government Code section 12940(j);

15           b. Failing to take all reasonable steps to prevent discrimination, harassment,  
16 and retaliation based on race, ancestry, national origin, age, actual, perceived, and/or  
17 history of physical disability, and/or other protected characteristics, in violation of  
18 Government Code section 12940(k).

19       35. As a proximate result of defendants' willful, knowing, and intentional harass-  
20      ment of plaintiff, plaintiff has sustained and continues to sustain substantial losses of  
21      earnings and other employment benefits.

22       36. As a proximate result of defendants' willful, knowing, and intentional harassment  
23      of plaintiff, plaintiff has suffered and continues to suffer humiliation, emotional  
24      distress, and physical and mental pain and anguish, all to his damage in a sum according  
25      to proof.

26       37. Plaintiff has incurred and continues to incur legal expenses and attorneys' fees.  
27 Pursuant to Government Code section 12965(b), plaintiff is entitled to recover reason-  
28 able attorneys' fees and costs (including expert costs) in an amount according to proof.

38. Defendants' misconduct was committed intentionally, in a malicious, despicable, oppressive manner, fraudulent manner, entitling plaintiff to punitive damages against defendants.

### **THIRD CAUSE OF ACTION**

**(Violation of FEHA (Government § 12900, *et seq.*)**

**(Retaliation for the Exercise of Rights Guaranteed Under  
the FEHA, Participating in Protected Activities, and/or  
Opposing Defendants' Failure to Provide Such Rights)—**

**Against All Entity Defendants and Does 1 to 100, Inclusive)**

39. The allegations set forth in paragraphs 1 through 38 are re-alleged and incorporated herein by reference.

40. Defendants' conduct, as alleged, violated FEHA, Government Code section 12900, *et seq.*, and defendants committed unlawful employment practices, including by the following, separate bases for liability:

a. Taking adverse employment actions against plaintiff, including discharging, barring, refusing to transfer, retain, hire, select, and/or employ, and/or otherwise discriminating against plaintiff, in whole or in part on the basis of plaintiff's race, ancestry, national origin, age, actual, perceived, and/or history of physical disability, and/or other protected characteristics, in violation of Government Code section 12940(a);

b. Harassing plaintiff and/or creating a hostile work environment, in whole or in part on the basis of plaintiff's race, ancestry, national origin, age, actual, perceived, and/or history of physical disability, and/or other protected characteristics, in violation of Government Code section 12940(j);

c. Failing to take all reasonable steps to prevent discrimination, harassment, and retaliation based on race, ancestry, national origin, age, actual, perceived, and/or history of physical disability, and/or other protected characteristics, in violation of Government Code section 12940(k);

d. Retaliating against plaintiff for seeking to exercise rights guaranteed under FEHA, participating in protected activities (including testifying), and/or opposing defendants' failure to provide such rights, including the right of reasonable accommodation, the right of interactive process, leave rights, and/or the right to be free of discrimination and harassment in violation of Government Code section 12940(h).

41. As a proximate result of defendants' willful, knowing, and intentional retaliation against plaintiff, plaintiff has sustained and continues to sustain substantial losses of earnings and other employment benefits.

42. As a proximate result of defendants' willful, knowing, and intentional retaliation against plaintiff, plaintiff has suffered and continues to suffer humiliation, emotional distress, and physical and mental pain and anguish, all to his damage in a sum according to proof.

43. Plaintiff has incurred and continues to incur legal expenses and attorneys' fees. Pursuant to Government Code section 12965(b), plaintiff is entitled to recover reasonable attorneys' fees and costs (including expert costs) in an amount according to proof.

44. Defendants' misconduct was committed intentionally, in a malicious, despicable, oppressive manner, fraudulent manner, entitling plaintiff to punitive damages against defendants.

## **FOURTH CAUSE OF ACTION**

**(Violation of FEHA (Government Code § 12940(a),  
(i), (m), (n)) (Failure to Provide Reasonable  
Accommodation)—Against All Entity Defendants  
and Does 1 to 100, Inclusive)**

45. The allegations set forth in paragraphs 1 through 44 are re-alleged and incorporated herein by reference.

27       46. At all times herein mentioned, FEHA, Government Code section 12940(a), (i),  
28 (m), and (n), was in full force and effect and was binding on defendants. This statute

1 requires defendants to provide reasonable accommodations to known disabled employ-  
2 ees.

3 47. Defendants wholly failed to attempt any reasonable accommodation of plain-  
4 tiff's known disabilities. Defendants also used plaintiff's disabilities and his need to take  
5 medical leave as an excuse for terminating plaintiff's employment.

6 48. Plaintiff believes, and on that basis alleges, that his disability and the need to  
7 accommodate his disability were substantial motivating factors in defendants' termina-  
8 tion of his employment.

9 49. As a proximate result of defendants' willful, knowing, and intentional miscon-  
10 duct, plaintiff has sustained and continues to sustain substantial losses of earnings and  
11 other employment benefits.

12 50. As a proximate result of defendants' willful, knowing, and intentional miscon-  
13 duct, plaintiff has suffered and continues to suffer humiliation, emotional distress, and  
14 physical and mental pain and anguish, all to his damage in a sum according to proof.

15 51. Plaintiff has incurred and continues to incur legal expenses and attorneys' fees.  
16 Pursuant to Government Code section 12965(b), plaintiff is entitled to recover reason-  
17 able attorneys' fees and costs (including expert costs) in an amount according to proof.

18 52. Defendants' misconduct was committed intentionally, in a malicious, despica-  
19 ble, oppressive manner, fraudulent manner, entitling plaintiff to punitive damages  
20 against defendants.

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## **FIFTH CAUSE OF ACTION**

### **(Failure to Engage in Interactive Process (Government**

**Code § 12940(a), (i), (m), (n)—Against All Entity**

### **Defendants and Does 1 to 100, Inclusive)**

53. The allegations set forth in paragraphs 1 through 52 are re-alleged and incorporated herein by reference.

54. At all times herein mentioned, FEHA, Government Code section 12940(a), (i), (m), and (n), was in full force and effect and was binding on defendants. This statute requires defendants to engage in a timely, good faith interactive process to accommodate known disabled employees.

55. Defendants wholly failed to engage in a timely, good-faith interactive process with plaintiff to accommodate his known disabilities. Instead, defendants terminated plaintiff's employment and otherwise subjected him to adverse employment actions, in part because of his disabilities.

56. Plaintiff believes and on that basis alleges that his disabilities were a motivating factor in defendants' termination of his employment and their decision to subject him to adverse employment actions.

57. As a proximate result of defendants' willful, knowing, and intentional misconduct, plaintiff has sustained and continues to sustain substantial losses of earnings and other employment benefits.

58. As a proximate result of defendants' willful, knowing, and intentional misconduct, plaintiff has suffered and continues to suffer humiliation, emotional distress, and physical and mental pain and anguish, all to his damage in a sum according to proof.

59. Plaintiff has incurred and continues to incur legal expenses and attorneys' fees. Plaintiff is at present unaware of the precise amounts of these expenses and fees and will seek leave of court to amend this Complaint when the amounts are fully known.

60. Defendants' misconduct was committed intentionally, in a malicious, despicable, oppressive manner, fraudulent manner, entitling plaintiff to punitive damages

1 against defendants.

2

### 3 SIXTH CAUSE OF ACTION

4

#### (Violation of FEHA (Government Code § 12940(k) 5 Failure to Prevent Discrimination, Harassment, 6 and Retaliation)—Against All Entity Defendants 7 and Does 1 to 100, Inclusive)

8 61. The allegations set forth in paragraphs 1 through 60 are re-alleged and incorpo-  
9 rated herein by reference.

10 62. At all times herein mentioned, FEHA, Government Code section 12940(k), was  
11 in full force and effect and was binding on defendants. This statute states that it is an  
12 unlawful employment practice in California for an employer “to fail to take all rea-  
13 sonable steps necessary to prevent discrimination and harassment from occurring.”

14 63. During the course of plaintiff’s employment, defendants failed to prevent their  
15 employees from engaging in intentional actions that resulted in plaintiff’s being treated  
16 less favorably because of plaintiff’s protected status (*e.g.*, his race, ancestry, age, disabil-  
17 ity, and/or medical leave). During the course of plaintiff’s employment, defendants  
18 failed to prevent their employees from engaging in unjustified employment practices  
19 against employees in such protected classes. During the course of plaintiff’s employ-  
20 ment, defendants failed to prevent a pattern and practice by their employees of intention-  
21 al discrimination and harassment on the bases of race, ancestry, age, disability, medical  
22 leave, and/or other protected statuses or protected activities.

23 64. Plaintiff believes and on that basis alleges that his race, ancestry, age, disability,  
24 medical leave, and/or other protected status and/or protected activity were substantial  
25 motivating factors in defendants’ employees’ discrimination and retaliation against him.

26 65. As a proximate result of defendants’ willful, knowing, and intentional miscon-  
27 duct, plaintiff has sustained and continues to sustain substantial losses of earnings and  
28 other employment benefits.

1       66. As a proximate result of defendants' willful, knowing, and intentional misconduct,  
2 plaintiff has suffered and continues to suffer humiliation, emotional distress, and  
3 physical and mental pain and anguish, all to his damage in a sum according to proof.

4       67. Plaintiff has incurred and continues to incur legal expenses and attorneys' fees.  
5 Pursuant to Government Code section 12965(b), plaintiff is entitled to recover reasonable  
6 attorneys' fees and costs (including expert costs) in an amount according to proof.

7       68. Defendants' misconduct was committed intentionally, in a malicious, despicable,  
8 oppressive manner, fraudulent manner, entitling plaintiff to punitive damages  
9 against defendants.

10

## 11                   SEVENTH CAUSE OF ACTION

12                   **(Violations of Labor Code § 1102.5, *et seq.*—Against All**  
13                   **Entity Defendants and Does 1 to 100, Inclusive)**

14       69. The allegations set forth in paragraphs 1 through 68 are re-alleged and incorporated  
15 herein by reference.

16       70. At all relevant times, Labor Code section 1102.5 was in effect and was binding  
17 on defendants. This statute prohibits defendants from retaliating against any employee,  
18 including plaintiff, for raising complaints of illegality and/or belief that the employee  
19 may disclose illegality.

20       71. Plaintiff raised complaints of illegality while he worked for defendants and was  
21 believed to be willing to raise complaints, and defendants retaliated against him by  
22 discriminating against him, harassing him, and taking adverse employment actions,  
23 including employment termination, against him.

24       72. As a proximate result of defendants' willful, knowing, and intentional violations  
25 of Labor Code section 1102.5, plaintiff has suffered and continues to suffer humiliation,  
26 emotional distress, and mental and physical pain and anguish, all to his damage in  
27 a sum according to proof.

28       ///

1       73. As a result of defendants' adverse employment actions against plaintiff, plain-  
2 tiff has suffered general and special damages in sums according to proof.

3       74. Defendants' misconduct was committed intentionally, in a malicious, oppres-  
4 sive manner, and fraudulent manner entitling plaintiff to punitive damages against defen-  
5 dants.

6

## 7                   **EIGHTH CAUSE OF ACTION**

8                   **(Wrongful Termination of Employment in Violation of  
9                   Public Policy (Labor Code § 1102.5; FEHA, the Right to  
10                  Self Defense, and Government Code § 12900, *et seq.*)—**

11                  **Against All Entity Defendants and Does 1 to 100, Inclusive)**

12       75. The allegations set forth in paragraphs 1 through 74 are re-alleged and incor-  
13 porated herein by reference.

14       76. Defendants terminated plaintiff's employment in violation of various funda-  
15 mental public policies underlying both state and federal laws. Specifically, plaintiff's  
16 employment was terminated in part because of his protected status (*e.g.*, race, ancestry,  
17 age, disability, medical leave, and/or good faith complaints), his defense of himself  
18 during the commission of a crime, and his participation in protected activities, such as  
19 his involvement with, and testimony given on behalf of, his former manager, Robert  
20 Leggins, in his case against Rite Aid. These actions were in violation of FEHA, the  
21 California Constitution, including Article 1, section 1, section 50 of the California Code,  
22 California Labor Code section 1102.5, and 2 California Code of Regulations section  
23 11021.

24       77. As a proximate result of defendants' wrongful termination of plaintiff's em-  
25 ployment in violation of fundamental public policies, plaintiff has suffered and continues  
26 to suffer humiliation, emotional distress, and mental and physical pain and anguish, all to  
27 his damage in a sum according to proof.

28       ///

78. As a result of defendants' wrongful termination of his employment, plaintiff has suffered general and special damages in sums according to proof.

79. Defendants' wrongful termination of plaintiff's employment was done intentionally, in a malicious, fraudulent, oppressive manner, entitling plaintiff to punitive damages.

80. Plaintiff has incurred and continues to incur legal expenses and attorneys' fees. Pursuant to Code of Civil Procedure sections 1021.5 and 1032, *et seq.*, plaintiff is entitled to recover reasonable attorneys' fees and costs in an amount according to proof.

## NINTH CAUSE OF ACTION

**(Breach of Express Oral Contract Not to Terminate  
Employment Without Good Cause)—Against All Entity  
Defendants and Does 1 to 100, Inclusive)**

81. The allegations set forth in paragraphs 1 through 80 are re-alleged and incorporated herein by reference.

82. Defendants, through their agents, entered an oral agreement not to terminate plaintiff's employment except for good cause. Plaintiff and defendants, through their supervisors, made mutual promises of consideration pursuant to this oral agreement. Plaintiff performed all duties required of him under the agreement by performing his job in an exemplary manner.

83. Defendants and their managers and supervisors terminated plaintiff's employment without good cause, violating the express oral contract they had with him.

84. As a proximate result of defendants' willful breach of the express oral contract not to terminate employment without good cause, plaintiff has suffered and continues to suffer damages, including losses of earnings and benefits, in a sum according to proof.

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## TENTH CAUSE OF ACTION

#### **(Breach of Implied-in-Fact Contract Not to**

### **Terminate Employment Without Good Cause**

*(Marketing West, Inc. v. Sanyo Fisher (1992) 6*

**Cal.App.4th 603; Civil Code § 1622)—Against All**

### **Entity Defendants and Does 1 to 100, Inclusive)**

85. The allegations set forth in paragraphs 1 through 84 are re-alleged and incorporated herein by reference.

9       86. On the basis of oral assurances of continued employment given to plaintiff by  
10 defendants' supervisors, the length of plaintiff's employment with defendants, defen-  
11 dants' actual practice of terminating employment only for cause, and the industry stan-  
12 dard for the business defendants engaged in of terminating employment only for cause,  
13 plaintiff and defendants shared the actual understanding that plaintiff's employment  
14 could and would be terminated only for cause. This shared understanding resulted in an  
15 implied contract requiring that defendants have good cause to terminate plaintiff's em-  
16 ployment.

17       87. Defendants and their managers and supervisors terminated plaintiff's employ-  
18       ment without good cause, violating the implied-in-fact contract they had with him.

19       88. As a proximate result of defendants' willful breach of the implied-in-fact con-  
20 tract not to terminate employment without good cause, plaintiff has suffered and con-  
21 tinues to suffer damages, including losses of earnings and benefits, in a sum according to  
22 proof.

23       89. Plaintiff seeks attorneys' fees for lost wages under this cause of action under  
24 Labor Code section 218.6.

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## **ELEVENTH CAUSE OF ACTION**

**(Intentional Infliction of Emotional Distress—Against  
All Defendants and Does 1 to 100, Inclusive)**

90. The allegations set forth in paragraphs 1 through 89 are re-alleged and incorporated herein by reference.

91. Defendants' discriminatory, harassing, and retaliatory actions against plaintiff constituted severe and outrageous misconduct and caused plaintiff extreme emotional distress.

92. Defendants were aware that treating plaintiff in the manner alleged above, including depriving him of his livelihood, would devastate plaintiff and cause him extreme hardship. However, the aforementioned is made worse by the fact that defendants did so while plaintiff was suffering from an actual, perceived, and/or history of disability.

93. As a proximate result of defendants' extreme and outrageous conduct, plaintiff has suffered and continues to suffer severe emotional distress. Plaintiff has sustained and continues to sustain substantial losses of earnings and other employment benefits as a result of being emotionally distressed.

94. As a proximate result of defendants' extreme and outrageous conduct, plaintiff has suffered and continues to suffer humiliation, emotional distress, and mental and physical pain and anguish, all to his damage in a sum according to proof.

95. Defendants' misconduct was committed intentionally, in a malicious, oppressive manner, fraudulent manner, entitling plaintiff to punitive damages.

## **TWELFTH CAUSE OF ACTION**

**(Failure to Provide Meal Breaks—Against  
All Entity Defendants, Rocha, Shahdaryan,  
and Does 1 to 100, Inclusive)**

96. The allegations set forth in paragraphs 1 through 95 are re-alleged and incorporated herein by reference.

97. As described above, Rocha and Shahdaryan are managing agents.

2       98. Plaintiff alleges that, within four years prior to filing of this action, pursuant to  
3 the provisions of Labor Code sections 226.7 and 215 and the applicable Industrial  
4 Welfare Commission Order, defendants and each of them were required to provide each  
5 of their employees with an uninterrupted meal period of not less than 30 minutes, during  
6 which the employees were to be totally relieved of all duties. Such meal periods are  
7 required to be provided for each five-hour period worked and taken before the end of the  
8 fifth hour, and a second meal period of no less than 30 minutes for employees who work  
9 more than 12 hours per day must be taken before the end of the tenth hour. Plaintiff  
10 alleges that defendants violated the Labor Code and Industrial Welfare Commission  
11 Order and failed to provide plaintiff with proper meal periods and/or that, if meal periods  
12 were provided, plaintiff was not completely relieved of all duties, and therefore they did  
13 not constitute proper meal periods at all.

14       99. Pursuant to the provisions of Labor Code section 226.7, plaintiff is entitled to a  
15 full one hour of compensation at his regular rate of pay for each mandatory meal period  
16 not provided as proven at the time of trial.

## THIRTEENTH CAUSE OF ACTION

#### (Failure to Provide Rest Breaks—Against)

## All Entity Defendants, Rocha, Shahdaryan,

**and Does 1 to 100, Inclusive)**

100. The allegations set forth in paragraphs 1 through 99 are re-alleged and incorporated herein by reference.

101. Plaintiff alleges that, within four years prior to filing of this action, pursuant to the provisions of Labor Code section 226.7 and the applicable Industrial Welfare Commission Order, defendants were required to provide plaintiff with ten-minute, paid rest periods during which plaintiff was to be totally relieved of all duties. Such rest periods are required to be provided for each four-hour period or major fraction thereof

1 worked in a single day.

2 102. Plaintiff alleges that defendants violated Labor Code and the Industrial Welfare  
3 Commission Order by failing to provide plaintiff with proper rest periods and/or that, if  
4 rest periods were provided, plaintiff was not completely relieved of all duties, and  
5 therefore they did not constitute proper rest periods at all.

6 103. Pursuant to the provisions of Labor Code section 226.7, plaintiff is entitled to  
7 one hour of compensation at his regular rate of pay for each mandatory rest period not  
8 provided as proven at the time of trial.  
9

10 **FOURTEENTH CAUSE OF ACTION**

11 **(Intentional Infliction of Emotional Distress—Against All  
12 Defendants and Does 1 to 100, Inclusive)**

13 104. The allegations set forth in paragraphs 1 through 103 are re-alleged and  
14 incorporated herein by reference.

15 105. Defendants' above described conduct, which includes discriminatory,  
16 harassing, and retaliatory actions; violations of the labor code; and wrongful termination  
17 against plaintiff constituted severe and outrageous misconduct and caused plaintiff  
18 extreme emotional distress.

19 106. Defendants were aware that treating plaintiff in the manner alleged above,  
20 including depriving plaintiff of his livelihood while he was suffering from an actual,  
21 perceived, and/or history of disability, and depriving the plaintiff of his livelihood by  
22 terminating him would devastate plaintiff and cause plaintiff extreme hardship.

23 107. As a proximate result of defendants' extreme and outrageous conduct, plaintiff  
24 has suffered and continues to suffer severe emotional distress. Plaintiff has sustained  
25 and continues to sustain substantial losses of earnings and other employment benefits as  
26 a result of being emotionally distressed.

27 108. As a proximate result of defendants' extreme and outrageous conduct, plaintiff  
28 has suffered and continues to suffer humiliation, emotional distress, and mental and

1 physical pain and anguish, all to his damage in a sum according to proof.

2 109. Defendants' misconduct was committed intentionally, in a malicious, oppres-  
3 sive manner, entitling plaintiff to punitive damages

4

5 **PRAYER**

6 WHEREFORE, plaintiff, Victor Garcia, prays for judgment against defendants as  
7 follows:

- 8 1. For general and special damages according to proof;  
9 2. For exemplary damages according to proof;  
10 3. For pre-judgment and post-judgment interest on all damages awarded;  
11 4. For reasonable attorneys' fees;  
12 5. For costs of suit incurred;  
13 6. For such other and further relief as the Court may deem just and proper.

14

15 ADDITIONALLY, plaintiff, Victor Garcia, demands trial of this matter by jury.  
16 The amount demanded exceeds \$25,000.00 (Government Code § 72055).

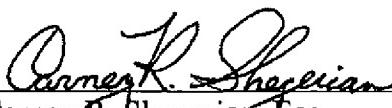
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18 Dated: February 13, 2017

SHEGERIAN & ASSOCIATES, INC.

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20 By:

  
Carney R. Shegerian, Esq.

21  
22 Attorneys for Plaintiff,  
VICTOR GARCIA

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